

BANKTENNESSEE
MODIFICATION AGREEMENT
LOAN #3-01-002313

THIS AGREEMENT made and entered into as of the 4th day of February 1999, by **JERE ALLEN AND WIFE, JOYCE ALLEN**, hereinafter collectively referred to as the "Borrower" and **BANKTENNESSEE**, hereinafter referred to as the "Lender",

WITNESSETH:

WHEREAS, Lender is the owner and holder of the following Deed of Trust and of the Note secured thereby, as follows:

Deed of Trust executed by Borrower dated February 2, 1998 recorded in the Register's Office of DeSoto County, State of Mississippi in Deed Book #968, Page 312, securing the promissory note dated February 2, 1998 the original principal amount of said Note being SIXTY-ONE THOUSAND THREE HUNDRED EIGHT AND 50/100'S (\$61,308.50); covering the real estate described therein;

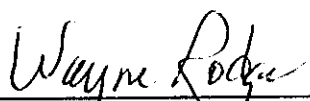
WHEREAS, the parties hereto have mutually agreed to modify and promises contained herein and for the sum of Ten and no/100 (\$10.00) Dollars, cash in hand paid to borrower, the parties hereto agree as follows:

1. The undersigned borrower acknowledges that the Note and Deed of Trust which is the subject of this agreement are in full force and effect at this time.
2. The due date is hereby extended to **FEBRUARY 2, 2000** with all remaining principal and all previous unpaid, accrued interest and any other charges will be due and payable.
3. The undersigned borrower acknowledges that there is a **\$613.09 EXTENSION FEE**.

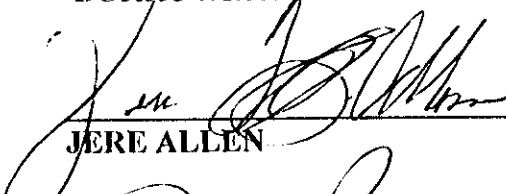
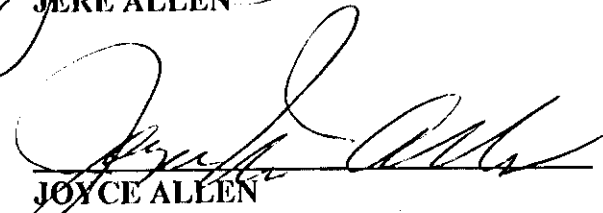
The terms, covenants, and conditions of the aforesaid Deed of Trust and Note are hereby incorporated herein by reference. It is expressly understood and agreed that the terms, covenants, and conditions of the aforesaid Notes and Deed of Trust evidencing or securing the aforesaid total indebtedness shall remain in full force and effect, and shall in no manner be affected by execution of this Agreement, except as the same are expressly consolidated, extended and modified herein.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement as of the day and year first above written.

BANKTENNESSEE


WAYNE RODGERS
EXEC. VICE-PRESIDENT

BORROWERS


JERE ALLEN

JOYCE ALLEN

STATE MS.-DESOTO CO.
 FILED

OFF FEB 18 1 18 PM '99

BK 1084 PG 410
 W.E. DAVIS CH. CLK.

COUNTY OF SHELBY
STATE OF TENNESSEE

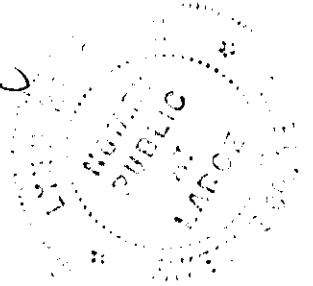
Before me, the undersigned Notary Public in and for the State and County aforesaid, duly commissioned and qualified, personally appeared JERE ALLEN AND JOYCE ALLEN to me known or proved to me on the basis of satisfactory evidence to be the persons who executed the foregoing instrument and acknowledged that they executed the same of their own free will for the purposes therein contained.

WITNESS, my hand and seal at office this 4th day of February 1999.

My Commission Expires:

My Commission Expires Sept. 30, 2000

Lynn Rissen
Notary Public



STATE OF TENNESSEE
COUNTY OF SHELBY

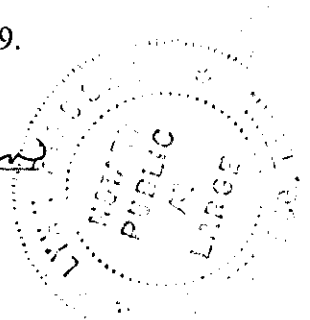
Before me, the undersigned Notary Public in the State and County aforesaid, personally appeared WAYNE RODGERS with whom I am personally acquainted and who, upon oath, acknowledge him to be EXEC. VICE-PRESIDENT of BANKTENNESSEE, the within named bargainor, a corporation, and that he as such EXEC. VICE-PRESIDENT, being so authorized to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as such EXEC. VICE-PRESIDENT.

WITNESS, my hand and Notarial Seal at Office this the 4th day of February 1999.

My Commission Expires:

My Commission Expires Sept. 30, 2000

Lynn Rissen
Notary Public



This Instrument prepared and return to:
BANKTENNESSEE
354 New Byhalia Road
Collierville, Tn. 38017

"MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSE IS \$0.00."

"EXACTLY SAME COLLATERAL AS PRIOR DEBT."